

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

POWERWAND INC. ,
Plaintiff,

v.

HEFAI NENIANG TRADING CO., LTD.
and TAO HAN,
Defendant.

CASE NO. 2:22-cv-01413-JHC

ORDER ON PERMANENT INJUNCTION

The Court GRANTS a permanent injunction against Defendants Hefai Neniang Trading Co., Ltd. and Tao Han. *See* Dkt. # 14 at 6–7 (motion); Dkt. # 16 (order). Specifically, the Court hereby ORDERS:

1. Defendants, their officers, agents, servants, employees, attorneys, and all other persons or entities in active concert, participation, or privity with any of these parties, shall be permanently enjoined and restrained from directly or indirectly infringing, or participating in the infringement of, any of Powerwand Inc.’s copyrighted works, including:

- a) Reproducing, distributing, or publicly displaying any of Powerwand's copyrighted works or creating any derivative works based on any of Powerwand's copyrighted works;
 - b) Using any of Powerwand's copyrighted works in connection with the offering, sale, distribution, export, import, or shipping of goods to any persons or entities located in the United States; and
 - c) Operating an online retail apparel storefront using any of Powerwand's copyrighted works.
2. Defendants, their officers, agents, servants, employees, attorneys, and all other persons or entities in active concert, participation, or privity with any of these parties, shall be permanently enjoined and restrained from directly or indirectly infringing, or participating in the infringement of, any of Powerwand's registered or unregistered trademarks, including:
- a) Using any trademarks owned and used by Powerwand, including the INAKA family of trademarks (INAKA, INAKA POWER, IP, INAKA SUPPS, INAKA MOB, INAKA RUN CLUB, IRC, POWER SEASON) and related designs;
 - b) Using any term, name, trademark, or symbol identical to, or confusingly similar to, any of the Powerwand Trademarks in a manner that is likely to cause confusion among ordinary consumers as to the source, sponsorship, affiliation, or approval of the Defendants' goods;
 - c) Using in commerce or commercial advertising or promotion, any word, term, name, symbol, or device, or any combination thereof, or any false designation of origin, false or misleading description of fact, or false or misleading representation of fact, which

i. is likely to cause confusion, or to cause mistake, or to deceive as to the affiliation, connection, or association of such Defendants with Powerwand and any of the Powerwand Trademarks, or as to the origin, sponsorship, or approval of Defendants' goods, services, or commercial activities by Powerwand; and

ii. misrepresents the nature, characteristics, qualities, or geographic origin of Defendants' or another person's goods, services, or commercial activities;

d) Using a reproduction, counterfeit, copy, or colorable imitation of the Powerwand Trademarks in connection with selling, offering, or advertising apparel, casual apparel, and athletic apparel;

e) Using the names INAKA, INAKA POWER, and/or IP in connection with the marketing, sales, and distribution of apparel, casual apparel, and athletic apparel;

f) Using any domain name containing the following words (or colorable imitations thereof): INAKA, INAKA POWER, IP; and

g) Using any of the following words (or colorable imitations thereof) on social media sites, websites, blogs, online directories, online retail storefront platforms, search engine listings, email addresses, and meta tags: INAKA, INAKA POWER, IP.

3. All other persons or entities in active concert, participation, or privity with Defendants shall immediately cease and permanently refrain from offering for sale, selling, providing, distributing, exporting, importing, or shipping to any persons or other entities located in the United States any of Defendants' products that bear Powerwand's Trademarks.

1 Dated this 27th day of June, 2023.

2
3 

4 John H. Chun
5 United States District Judge
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24